

**Amendment No. 3**

(07297)

**To**

**AGREEMENT BETWEEN THE KANSAS DEPARTMENT OF CORRECTIONS  
AND CORRECT CARE SOLUTIONS, INC.  
FOR COMPREHENSIVE HEALTH CARE SERVICES**

This Amendment is made this 18th day of May, 2008 by and between the Kansas Department of Corrections (KDOC) and Correct Care Solutions, Inc. (CCS).

WITNESSETH:

WHEREAS, the parties entered into an Agreement for Comprehensive Health Care Services ("Agreement") dated December 23, 2004; and,

WHEREAS, said Agreement was amended on October 28, 2005 (Amendment No. 1) and on February 23, 2007 (Amendment No. 2); and,

WHEREAS, evolving medical technologies and inmate health issues present the need for certain enhancements and clarifications related to KDOC medical services; and,

WHEREAS, the parties have determined that the Agreement requires amendment;

NOW, THEREFORE, the parties hereby agree to amend the Agreement as follows:

1. All terms and conditions of the Agreement dated December 23, 2004 and amended on October 28, 2005 (Amendment No. 1) and on February 23, 2007 (Amendment No. 2) shall remain in full force and effect except as specifically amended herein;
2. Unless otherwise indicated, all provisions contained in this Amendment No. 3 shall be effective as of the date mentioned first above.
3. The second paragraph of the section styled "Term" shall be amended to read as follows:

The parties also hereby exercise the option to extend the term of this contract for the time period of July 1, 2008 to June 30, 2010, subject to appropriation from the Legislature. The parties further agree that this contract may be extended for two (2) additional two-year extensions, by written negotiated agreement of the parties as to each such two-year extension, and it is agreed between the parties that any such negotiations shall be in good faith and shall be premised on Contractor's November 15, 2004 Cost Proposal, as corrected, contained in Contractor's Bid

Proposal relative to those two additional two-year extensions. Those two (2) two-year extensions would be for the following years: July 1, 2010 through June 30, 2012; and July 1, 2012 through June 30, 2014.

4. As part of the not to exceed price outlined in section 18 of this contract, And; with respect to contract section **4.16, Bill Payment**, effective July 1, 2008 the parties agree to provide bill processing services for Kansas county jails and local sheriff's offices not covered by any other health care agreement. Bills shall be processed in accordance with current Medicaid reimbursement billing procedures as outlined by Medicaid of Kansas. KDOC agrees to pay Contractor fifty-thousand dollars (\$50,000.00) annually for the duration of this contract for such services. The parties further agree that Contractor may submit invoices for payment to such county jails or sheriff's offices up to seventeen dollars and fifty cents (\$17.50) per completed and approved claim processed through this system.
5. With respect to contract section **5.1, Purpose of the Project**, the parties acknowledge that a community standard of care shall continue to guide all services provided under this contract.
6. With respect to contract section **5.3.17, Prenatal Care/OBGYN Services**, the phrases "peri-natal care" and "peri-natal program" in the first paragraph shall be replaced with "pre-natal care" and "pre-natal program", respectively.

Additionally, the second paragraph of section 5.3.17 shall be amended to read as follows:

Annual breast examinations are required for all female inmates. Pap smear tests shall be offered to all female inmates at normal risk upon admission to TCF and annually thereafter unless two annual negative tests are documented in the health record, in which case Pap smear tests will be offered once every three years consistent with nationally-recognized recommendations. Female inmates at high risk, for example those with HIV infection or those with a previous history of cervical cancer, shall be offered a Pap smear test at least annually regardless of the results of previous Pap smear tests.

7. With respect to contract section **5.3.20, Specialty Services**, the following paragraphs shall be added:

Effective immediately, the parties expressly agree that Contractor shall be responsible for all costs associated with transplant procedures.

All transplant procedures must be approved by the following process:

- 1) Based upon joint review and agreement by Contractor and Department medical staff:

- a. an organ transplant is medically necessary due to failure of all other applicable, less invasive treatments and a strong likelihood of death or irreparable harm without such transplant; and,
  - b. an organ transplant while the inmate is in the Department's custody is medically feasible based upon factors including but not limited to:
    - i. whether the inmate's sentence is long enough to allow for required post-operative care under the Department's custody;
    - ii. whether the inmate has demonstrated the ability to voluntarily comply with medical instructions required for maximum transplant success;
    - iii. whether the inmate or his/her legal agent is capable of giving informed consent to the procedure; and
    - iv. whether a medical facility exists within the state of Kansas that is capable of and will agree to performing such transplant.
- 2) In the event that Contractor and Department cannot reach agreement as to the necessity or feasibility of the transplant, the parties shall obtain a third opinion from a specialist in the community and the Regional Medical Director shall make the final determination based upon information provided by Contractor, the Department, and the third opinion.
- 3) After a final determination of medical need and transplant feasibility is made, Contractor shall recommend the inmate for placement on the national organ recipient waiting list.
- 4) If at any time the transplant procedure is jointly determined by the parties to be no longer medically necessary and/or no longer medically feasible, or if the inmate or the inmate's legal agent makes an informed request to be removed from the waiting list, Contractor shall request that the inmate's name be removed from the national organ recipient waiting list.
- 5) In the event that the inmate is selected as a candidate to receive the organ, Contractor and Department shall provide all information relevant to the inmate's case to the transplant facility and organ procurement organization.
- 6) At no time will an inmate be transported to another state for the purposes of evaluation, selection as an organ recipient, or the actual transplant surgery.

8. As part of the not to exceed price outlined in section 18 of this contract, And; with respect to contract section **5.10.8, Psychiatric Services and Psychotropic Medications**, the parties agree to the following staffing changes effective July 1, 2008:
  - a. The Regional Psychiatric Director (RPD) position shall increase from .20 FTE to a 1.0 FTE position which shall provide a combination of .50 FTE RPD services and .50 FTE Tele-Psychiatry services. This increase shall be partially funded by transferring a .50 FTE ARNP Tele-Psychiatry position from TCF. As with the Regional Medical Director's position, this position is to be dedicated solely to Kansas and shall not have responsibility to other states or CCS Corporate office regarding functions not associated with Kansas inmates.
  - b. The TCF Psychiatrist position shall increase from .75 FTE to 1.0 FTE. This increase shall be funded by transitioning a .50 ARNP position at TCF to .25 FTE Psychiatrist.
9. As part of the not to exceed price outlined in section 18 of this contract, And; with respect to contract section **5.11.2, Release Planning**, the parties agree to the following staffing additions effective July 1, 2008:
  - a. 1.0 FTE medical discharge planner position for LCMHF inmates housed in the Isaac Ray unit of Larned State Hospital;
10. As part of the not to exceed price outlined in section 18 of this contract, And; with respect to contract section **5.13.9, Health Care Equipment Fund**, the parties agree to maintain the health care equipment fund at \$95,000.00 for the period July 1, 2008 to June 30, 2009 and to increase such fund from \$95,000 annually to \$224,000 annually for the time period of July 1, 2009 to June 30, 2014. This increase includes funding for upgrades in x-ray equipment at three (3) KDOC facilities and funding for N95 fit testing masks and all other equipment related to such fit testing.
11. As part of the not to exceed price outlined in section 18 of this contract, And; with respect to contract section **5.14.1, Electronic Medical Records System**, the parties agree to the following enhancements to EMR services:
  - a. Ten (10) full EMR licenses for a one-time cost.;
  - b. Eight (8) partial EMR licenses for a one-time cost;
  - c. Annual maintenance fees for the above-mentioned licenses for FY09 and for each year thereafter;

12. As part of the not to exceed price outlined in section 18 of this contract, And; with respect to contract section **5.15.2, KDOC Staff Training**, the parties agree that the following paragraph shall be added:

Contractor agrees to provide all training related to N95 fit testing, as well as assessments for all new hires to determine whether the N95 or other required respirator mask provides an acceptable fit to the wearer, consistent with OSHA standards.

13. As part of the not to exceed price outlined in section 18 of this contract, And; with respect to contract section **5.16.1, Minimum Staffing Plan Requirements**, the parties agree to the following staffing additions effective July 1, 2008:

- a. 2.0 FTE clerk positions for LCF;
- b. 1.0 FTE Regional Manager position. The Regional Manager shall report directly to the Kansas Regional Vice President. As with the Regional Medical Director's and Regional Psychiatric Director's positions, this position is to be dedicated solely to Kansas KDOC and shall not have responsibility to other states, counties (Kansas or otherwise), or CCS Corporate office regarding functions not associated with Kansas Department of Corrections inmates;
- c. .20 FTE dentist position for TCF;
- d. .20 FTE dental assistant position for TCF;
- e. 2.8 FTE CMA positions for HCF;
- f. .25 FTE dentist position for ECF;
- g. .25 FTE dental assistant position for ECF;
- h. 1.0 FTE ARNP-Psych position for LCF; and
- i. .55 FTE ARNP for LCMHF, which is added to the existing .25 FTE for a total of .80 FTE ARNP.

14. Contractor's Staffing Summary attached dated July 1, 2008 contains the staffing plan for this contract. That Staffing Summary supersedes all earlier Staffing Summaries submitted by Contractor during negotiations and is controlling.

15. As part of the not to exceed price outlined in section 18 of this contract, And; with respect to contract section **5.17.4, Inoculation/Vaccinations**, the parties agree that Contractor shall provide mandatory TB tests for all Parole Services staff to accommodate KDOC's policy of mandatory TB testing for such staff.

16. Payments – The not-to-exceed figures to each potential fiscal year of this contract are amended as follows:

FY 2009 \$46,671,006  
FY 2010 \$47,963,793  
FY 2011 \$ 49,297,186  
FY 2012 \$50,667,648  
FY 2013 \$52,076,209  
FY 2014 \$53,523,927

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 on the dates indicated below.

KANSAS DEPARTMENT OF  
CORRECTIONS

By: \_\_\_\_\_

Roger Werholtz  
Secretary of Corrections

Date: \_\_\_\_\_

DIVISION OF PURCHASES

By: \_\_\_\_\_

Chris Howe  
Director of Purchases

Date: \_\_\_\_\_

CORRECT CARE SOLUTIONS, INC.

By: \_\_\_\_\_

Jerry Boyle  
President and CEO

Date: \_\_\_\_\_

# KDOC Staffing Final Summary- Effective 07/01/08

CORRECT CARE SOLUTIONS

CORRECT CARE SOLUTIONS										Penalty Rate
Lansing	Hutchinson	El Dorado	Winfield	Ellsworth	Norton	Topeka	Larned	Regional		
Population: 2,465	1,813	1,424	805	798	788	637	332			
HSA	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	8.00	\$33.60
DON	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	8.00	\$25.20 Asst HSA is
MD	2.00	1.50	1.25	0.50	1.00	0.80	0.25	0.00	7.80	\$78.23
PA/NP/ARNP	1.60	1.50	3.00	0.60	0.25	1.00	0.80	0.00	8.75	\$36.23
DDS	2.50	2.00	2.00	0.50	0.75	1.15	0.25	0.00	10.15	\$63.00
Dental Assistant	2.50	2.00	2.00	0.50	0.75	1.15	0.25	0.00	10.15	\$11.67
RN	15.00	14.50	16.00	5.00	6.00	8.20	7.00	0.00	77.90	\$22.58
LPN	17.00	12.00	10.00	5.00	4.00	9.20	1.00	0.00	63.20	\$15.56
CMA	6.00	8.20	10.00	0.00	2.00	3.50	3.00	0.00	33.70	\$10.95
Admin Assist	1.00	1.00	1.00	1.00	1.00	0.50	0.75	0.00	7.25	\$10.67
Med Records	3.80	2.50	2.00	1.00	1.00	2.00	0.50	0.00	13.80	\$10.67
Ward Clerk	5.00	1.00	2.00	0.00	0.00	0.00	0.00	0.00	8.00	\$10.67
Lab Tech	1.00	0.50	1.00	0.00	0.00	0.00	0.00	0.00	2.50	\$10.95
X-Ray Tech	0.50	0.50	1.00	0.10	0.10	0.25	0.00	0.00	2.55	\$19.43
ART	0.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00	1.00	\$16.80
ART Clerk	0.00	0.00	0.00	0.00	0.00	1.50	0.00	0.00	1.50	\$10.95
MENTAL HEALTH										
Clinical Director/psych NP	1.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	2.00	\$27.22 NP rate 36
Assist Cl. Director	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	1.00	\$21.00
Psychiatrist	1.00	1.00	0.75	0.00	0.00	1.00	1.00	0.00	4.75	\$89.25
Ph.D.	1.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00	2.00	\$30.45
Forensic Psychologist	2.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00	\$30.45
M/MSW	10.00	6.00	8.50	2.00	3.00	2.50	4.00	0.00	42.00	\$22.05
Release PL (BSW at Larned)	2.00	1.00	1.00	1.00	1.00	0.50	1.00	0.00	8.50	\$14.70
MH Secretary	1.00	1.00	1.00	1.00	0.90	1.00	1.00	0.00	7.90	\$12.60
OA	0.00	0.00	0.50	0.00	0.00	0.00	0.50	0.00	1.00	\$12.60
AT DIR	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	1.00	\$15.75
AT	3.00	1.00	3.00	0.00	0.00	1.00	5.00	0.00	13.00	\$13.13
PSY RN	1.00	1.00	0.50	0.00	0.00	0.60	2.00	0.00	5.10	\$23.10
RDU										
Ph.D. RDU		0.80				0.00			0.80	\$57.75
Psychom (RDU)		1.00				0.00			1.00	\$13.13
MA RDU		8.00				2.00			10.00	\$22.05
ARNP		1.00				0.00			1.00	\$36.23
MD		0.30				0.00			0.30	\$79.38
PSYCHIATRIST		0.25				0.00			0.25	\$89.25
SUB TOTAL	82.40	60.20	82.85	20.20	23.85	20.70	33.30	0.00		
REGIONAL STAFF										
Regional Manager								1.00	1.00	\$41.69
Medical Dir								1.00	1.00	\$81.60
Dental Dir								0.50	0.50	\$36.61
Dir MH Programs								1.00	1.00	\$35.87
Regional Manager								1.00	1.00	
Dir of Nursing/Regional Manager								1.00	1.00	\$25.99
Office Manager								1.00	1.00	\$13.52
Clerical Support (Human Resources)								1.00	1.00	\$9.69
UM Coordinator								1.00	1.00	
QI Coordinator								1.00	1.00	
Dir Psych. Programs								1.00	1.00	\$20.91
IT / EMR Support								1.00	1.00	\$15.00
RFP TOTAL	82.40	60.20	82.85	20.20	23.85	20.70	33.30	13.50	382.35	

Not Applicable